

Contract 50-SPNA-1-00031 is hereby awarded to Halter Marine, Inc. for the detail design and construction of the NOAA Fisheries Research Vessel (NFRV-40) under Contract Line Items 0001, 0001AA, 0001AB, 0002, 0004, 0005, 0006 and 0007.

Option Items 0001AA, 0001AB, 0002, 0003, 0005 and 0006 are hereby exercised.

Section B, NOTE E is completed as follows:

The total amount obligated on this contract at the time of contract award is \$41,360,583.00, which represents \$38,264,616.00 for the fixed price of Item 0001, plus \$3,095,967 for Option Items exercised at time of award as follows:

Item 0001AA	\$ 693,424.00
Item 0001AB	\$ 110,704.00
Item 0002	\$ 900,000.00
Item 0003	\$1,000,000.00
Item 0005	\$ 193,479.00
Item 0006	\$ 198,360.00

All amounts shown above are chargeable to the following accounting classification:

1PM00002VF510

**SECTION B: SUPPLIES/SERVICES AND PRICE/COST**

<b>ITEM NO.</b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
0001	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #1	1 EA	LOT	\$38,264,616
0001AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 693,424
0001AB	Option for De-Icing – see Note 2		\$	\$ 110,704
OPTION 0002	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D, AND E)	1 LOT		\$ 900,000.00
OPTION 0003	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$1,000,000.00
0004	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0001
OPTION 0005	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D, AND E)	1 LOT		\$ 193,479
OPTION 0006	SPECIAL STUDIES (SEE NOTES A, B, C, D, AND E)	5,000 M/H		\$ 198,360
0007	CREW FAMILIARIZATION	1 LOT		\$NSP– incl with 0001

NOTE TO OFFERORS: The total number of FRV-40 vessels to be acquired, the fiscal year funding profiles, and the resulting duration of the contract are unknown on the date of this solicitation. In order to accommodate the likely program scenarios, options for the second, third and fourth vessels and their respective outfitting and support CLINs covering FY 01 through FY 05 are necessary. Option Items 0008, 0015 and 0022 are to be considered identical to Item 0001 for pricing purposes. Prices are requested for each option alternative independent from all others. Option alternatives ☐A☐ through ☐S☐ are summarized for clarity in the following matrix, and are presented in the Uniform Contract Format by CLIN thereafter.

### **MATRIX OF ADDITIONAL FRV-40 OPTION ALTERNATIVES**

	<u>FY00</u>	<u>FY 01</u>	<u>FY 02</u>	<u>FY03</u>	<u>FY04</u>	<u>FY05</u>
Base Contract	FRV#1					
Option Alt A		#2				
Option Alt B			#2			
Option Alt C				#2		
Option Alt D		#2 + #3				
Option Alt E			#2 + #3			
Option Alt F				#2 + #3		
Option Alt G		#2 + #3 + #4				
Option Alt H			#2 + #3 + #4			
Option Alt I				#2 + #3 + #4		
Option Alt J			#3			
Option Alt K				#3		
Option Alt L			#3 + #4			
Option Alt M				#3 + #4		
Option Alt N			#4			
Option Alt O				#4		
Option Alt P					#3	
Option Alt Q					#3 + #4	
Option Alt R					#4	
Option Alt S						#4

**OPTION ALTERNATE A: FY 01**

<b>ITEM NO.</b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. A				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$34,261,298
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 708,574
0008AB	Option for De-Icing – see Note 2		\$	\$ 112,359
OPTION ALT. A				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D, AND E)	1 LOT		\$ 1,500,000
OPTION ALT. A				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. A				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 199,212
OPTION ALT. A				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 205,527
0014	CREW FAMILIARIZATION	1 LOT		\$NSP – incl with 0008

**OPTION ALTERNATE B: FY 02**

<b>ITEM NO.</b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. B				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$33,787,406
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
0008AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. B				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. B				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
11	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. B				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. B				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0014	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0008

**OPTION ALTERNATE C: FY 03**

<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>QTY/UNIT</b>	<b>UNIT</b>	<b>AMOUNT</b>
OPTION ALT. C				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$34,494,474
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 751,442
0008AB	Option for De-Icing – see Note 2		\$	\$ 120,322
OPTION ALT. C				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. C				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. C				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,833
OPTION ALT. C				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0014	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0008

**OPTION ALTERNATE D: FY 01****ITEM**

<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. D				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$33,715,251
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 709,860
0008AB	Option for De-Icing – see Note 2		\$	\$ 112,562
OPTION ALT. D				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. D				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. D				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 199,574
OPTION ALT. D				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 205,900
0014	CREW FAMILIARIZATION	1 LOT		\$NSP – incl with 0008

**OPTION ALTERNATE D: FY 01 cont'd**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. D				
0015	DETAIL/CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$34,022,745
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 701,026
0015AB	Option for De-Icing – see Note 2		\$	\$ 112,612
OPTION ALT. D				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. D				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. D				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 199,574
OPTION ALT. D				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 205,900
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015



**OPTION ALTERNATE E: FY 02**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. E				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$33,787,406
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
0008AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. E				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. E				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. E				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. E				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0014	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0008

**OPTION ALTERNATE E: FY 02 cont'd**

<b><u>ITEM</u></b>	<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. E					
0015		DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$34,081,130
	0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
	0015AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. E					
0016		ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. E					
0017		OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018		LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. E					
0019		ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. E					
0020		SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0021		CREW FAMILIARIZATION	1 LOT		\$NSP – incl with 0015

**OPTION ALTERNATE F: FY 03**

<b>ITEM NO.</b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. F				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$34,494,474
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 751,442
0008AB	Option for De-Icing – see Note 2		\$	\$ 120,322
OPTION ALT. F				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. F				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. F				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. F				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 213,635
0014	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0008

**OPTION ALTERNATE F: FY 03 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. F				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$33,869,883
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 750,714
0015AB	Option for De-Icing – see Note 2		\$	\$ 120,273
OPTION ALT. F				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. F				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. F				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. F				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 221,734
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE G: FY 01**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. G				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$32,638,586
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 693,424
0008AB	Option for De-Icing – see Note 2		\$	\$ 110,704
OPTION ALT. G				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. G				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. G				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 193,479
OPTION ALT. G				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 198,360
0014	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0008

**OPTION ALTERNATE G: FY 01 cont'd.**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. G				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$34,022,745
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 718,099
0015AB	Option for De-Icing – see Note 2		\$	\$ 114,513
OPTION ALT. G				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. G				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. G				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 199,574
OPTION ALT. G				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 205,900
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE G: FY 01 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. G				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$34,414,780
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 701,026
0022AB	Option for De-Icing – see Note 2		\$	\$ 112,612
OPTION ALT. G				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. G				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. G				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 199,574
OPTION ALT. G				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 205,900
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE H: FY 02**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. H				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$33,787,406
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
0008AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. H				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. H				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. H				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. H				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0014	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0008



**OPTION ALTERNATE H: FY 02 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. H				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$33,794,365
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 743,188
0015AB	Option for De-Icing – see Note 2		\$	\$ 118,369
OPTION ALT. H				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. H				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. H				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. H				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE H: FY 02 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. H				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$33,894,752
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 750,714
0022AB	Option for De-Icing – see Note 2		\$	\$ 120,273
OPTION ALT. H				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. H				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. H				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. H				
0027	SPECIAL STUDIES (SEE NOTES A, B, D AND E)	5,000 M/H		\$ 221,734
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE I: FY 03****ITEM**

<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. I				
0008	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #2 (SEE NOTE D)	1 EA	LOT	\$34,871,945
0008AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 769,101
0008AB	Option for De-Icing – see Note 2		\$	\$ 122,320
OPTION ALT. I				
0009	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. I				
0010	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0011	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0008
OPTION ALT. I				
0012	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. I				
0013	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 221,734
0014	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0008

**OPTION ALTERNATE I: FY 03 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. I				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$33,869,883
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 769,101
0015AB	Option for De-Icing – see Note 2		\$	\$ 122,320
OPTION ALT. I				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. I				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. I				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. I				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 221,734
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE I: FY 03 cont'd.**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. I				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$33,967,230
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 776,481
0022AB	Option for De-Icing – see Note 2		\$	\$ 124,208
OPTION ALT. I				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. I				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. I				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 219,109
OPTION ALT. I				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 230,090
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE J: FY 02**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. J				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$33,794,365
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
0015AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. J				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. J				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. J				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. J				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 213,635
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE K: FY 03**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. K				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$33,869,883
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 750,714
0015AB	Option for De-Icing – see Note 2		\$	\$ 120,273
OPTION ALT. K				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. K				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. K				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. K				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 221,734
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE L: FY 02****ITEM**

<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. L				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$33,794,365
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
0015AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. L				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. L				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. L				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. L				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015



**OPTION ALTERNATE L: FY 02 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. L				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$32,191,746
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
0022AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. L				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. L				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. L				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. L				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 213,635
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE M: FY 03**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. M				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$34,481,117
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 733,726
0015AB	Option for De-Icing – see Note 2		\$	\$ 118,350
OPTION ALT. M				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. M				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. M				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. M				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 213,635
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE M: FY 03 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. M				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$33,894,752
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 750,714
0022AB	Option for De-Icing – see Note 2		\$	\$ 120,273
OPTION ALT. M				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. M				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. M				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. M				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 221,734
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE N: FY 02****ITEM**

<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. N				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$34,487,339
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 725,473
0022AB	Option for De-Icing – see Note 2		\$	\$ 116,396
OPTION ALT. N				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. N				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. N				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 205,822
OPTION ALT. N				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 213,635
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE O: FY 03**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. O				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$33,894,752
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 750,714
0022AB	Option for De-Icing – see Note 2		\$	\$ 120,273
OPTION ALT. O				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. O				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. O				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. O				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 221,734
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE P: FY 04**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. P				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$34,557,877
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 777,369
0015AB	Option for De-Icing – see Note 2		\$	\$ 124,278
OPTION ALT. P				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. P				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. P				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. P				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 221,734
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE Q: FY 04**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. Q				
0015	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #3 (SEE NOTE D)	1 EA	LOT	\$34,557,877
0015AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 777,369
0015AB	Option for De-Icing – see Note 2		\$	\$ 124,278
OPTION ALT. Q				
0016	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. Q				
0017	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0018	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0015
OPTION ALT. Q				
0019	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 212,364
OPTION ALT. Q				
0020	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 221,734
0021	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0015

**OPTION ALTERNATE Q: FY 04 cont'd.**

<b><u>ITEM</u></b>				
<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. Q				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$33,967,230
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 776,481
0022AB	Option for De-Icing – see Note 2		\$	\$ 124,208
OPTION ALT. Q				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. Q				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. Q				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 219,109
OPTION ALT. Q				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000 M/H		\$ 230,090
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022



**OPTION ALTERNATE R: FY 04****ITEM**

<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. R				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$33,967,230
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 795,561
0022AB	Option for De-Icing – see Note 2		\$	\$ 126,333
OPTION ALT. R				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. R				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. R				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 219,109
OPTION ALT. R				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 230,090
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

**OPTION ALTERNATE S: FY 05****ITEM**

<b><u>NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>QTY/UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
OPTION ALT. S				
0022	DETAIL DESIGN AND CONSTRUCTION OF ONE NOAA FRV-40, SHIP #4 (SEE NOTE D)	1 EA	LOT	\$34,637,335
0022AA	Option for Aluminum Superstructure – See Note 1		\$	\$ 803,844
0022AB	Option for De-Icing – see Note 2		\$	\$ 128,293
OPTION ALT. S				
0023	ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, SUPPORT/TEST EQUIPMENT (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
OPTION ALT. S				
0024	OUTFITTING MATERIAL (SEE NOTES A, B, D AND E)	1 LOT		\$ 1,500,000
0025	LOGISTICAL DOCUMENTATION	1 LOT		\$NSP - incl with 0022
OPTION ALT. S				
0026	ADDITIONAL GOVERNMENT REQUIREMENTS (SEE NOTES A, B, C, D AND E)	1 LOT		\$ 219,109
OPTION ALT. S				
0027	SPECIAL STUDIES (SEE NOTES A, B, C, D AND E)	5,000	M/H	\$ 230,090
0028	CREW FAMILIARIZATION	1 LOT		\$NSP - incl with 0022

NOTE 1 - See SOR Section 100(a). Price is requested with aluminum instead of steel. The decision made for the CLIN 0001 lead ship regarding steel or aluminum superstructure will determine the superstructure material for optional ships under CLINs 0008, 0015, and 0022, if exercised.

NOTE 2 - See SOR Section 333. Price is requested for a de-icing system. The exercise of this option for the CLIN 001 lead ship will not obligate the Government to exercise this option in the event optional ships under CLINs 0008, 0015 and 0022 are exercised.

NOTE A - These FFP items or orders shall not be subject to the clause of this contract entitled "AWARD FEE".

NOTE B - See Section C Clause entitled "ORDERING ITEMS".

NOTE C - This is an estimated amount of labor hours and does not indicate that the Government will necessarily order this amount or any at all. The number of labor hours will be determined in accordance with the clause in Section C of this contract entitled "ADDITIONAL GOVERNMENT REQUIREMENTS". In the unit price columns, enter the applicable hourly labor rate which will apply to any work ordered under this line item.

NOTE D - Option item to which the clause 52.217-7 of this contract entitled "OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM" is applicable only if and to the extent said option is exercised.

NOTE E - (To be completed by the Government at the time of contract award): The total amount obligated on this contract at the time of contract award is \$ \_\_\_\_\_, which represents \$ \_\_\_\_\_ for the fixed price (as appropriate) of Item 0001 plus \$ \_\_\_\_\_ for any Option Items exercised at time of award.

### **TYPE OF CONTRACT**

This is a Fixed Price with Award Fee (FPAF) contract for supplies, with FPAF and Firm Fixed Price (FFP) ordering option items for supplies and services as described herein.

### **OPTION EXERCISE PERIODS**

The Government reserves the right to exercise the options at the prices set forth in SECTION B of this contract for delivery as set forth in SECTION F of this contract. These options will be exercised (if at all), by written notice to the Contractor from the Contracting Officer which shall be forwarded on or before the last working day of the months shown below:

<u>ALTERNATIVE OPTION ITEMS</u>		<u>FY</u>	<u>OPTION EXERCISE DATE</u>	
ALT. A -	0008, 0011, 0014	01	12	MAC
ALT. D -	0008, 0011, 0014	01	12	MAC
	0015, 0018, 0021	01	12	MAC
ALT. G -	0008, 0011, 0014	01	12	MAC
	0015, 0018, 0021	01	12	MAC
	0022, 0025, 0028	01	12	MAC
ALT. B -	0008, 0011, 0014	02	24	MAC
ALT. E -	0008, 0011, 0014	02	24	MAC
	0015, 0018, 0021	02	24	MAC
ALT. H -	0008, 0011, 0014	02	24	MAC
	0015, 0018, 0021	02	24	MAC
	0022, 0025, 0028	02	24	MAC
ALT. J -	0015, 0018, 0021	02	24	MAC
ALT. L -	0015, 0018, 0021	02	24	MAC
	0022, 0025, 0028	02	24	MAC
ALT. N -	0022, 0025, 0028	02	24	MAC
ALT. C -	0008, 0011, 0014	03	36	MAC
ALT. F -	0008, 0011, 0014	03	36	MAC
	0015, 0018, 0021	03	36	MAC
ALT. I -	0008, 0011, 0014	03	36	MAC
	0015, 0018, 0021	03	36	MAC
	0022, 0025, 0028	03	36	MAC
ALT. K -	0015, 0018, 0021	03	36	MAC
ALT. M -	0015, 0018, 0021	03	36	MAC
	0022, 0025, 0028	03	36	MAC
ALT. O -	0022, 0025, 0028	03	36	MAC
ALT. P -	0015, 0018, 0021	04	48	MAC
ALT. Q -	0015, 0018, 0021	04	48	MAC
	0022, 0025, 0028	04	48	MAC
ALT. R -	0022, 0025, 0028	04	48	MAC
ALT. S -	0022, 0025, 0028	05	60	MAC

**SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

PART 1 - CONTRACT LINE ITEM DESCRIPTION

PART 2 - GENERAL REQUIREMENTS

**PART 1 - CONTRACT LINE ITEM DESCRIPTION**

**GENERAL SCOPE OF WORK**

The Contractor shall perform the Detail Design and Construction of the NOAA FRV-40 Class ship(s) at the Contractor's facility in accordance with:

- (a) The provisions of this contract;
- (b) The FRV-40 Technical Package dated **September 14, 2000**, included as Attachment J-1 hereto, hereinafter called the TP, which consists of a Statement of Requirements (SOR), Project Peculiar Documents (PPD), guidance documents, and all revisions and modifications thereto dated prior to the award of this contract; and
- (c) Other documents, exhibits, and attachments listed in SECTION J of this contract. In subtier references, the term "specifications" shall be replaced with the term "TP".

The Contractor shall perform the technical, procurement and other tasks necessary for the detail design and construction of the FRV-40 Class ship(s). The Contractor shall provide the management effort necessary to ensure the on-schedule completion of the detail design and construction including the preparation of all progress, cost, and work status reports required by the Data Requirements List (DRL), Attachment J-2. The Contractor shall identify and maintain visibility of all problems and potential problems arising during contract performance which could impact the on-schedule completion of the FRV-40 Class ship(s). The Contractor shall ensure the quality of all materials purchased and services performed under this contract satisfy all requirements of the contract and the TP.

**ITEM 0001 AND IF EXERCISED, OPTION ITEM(S) 0008, 0015 AND 0022 - DETAIL DESIGN AND CONSTRUCTION OF NOAA FRV-40 CLASS SHIP**

Detail Design: The Contractor shall provide all engineering, design, technical and support efforts necessary for development of a complete and accurate technical description of the FRV-40 Class ship. This effort shall produce a detail design with descriptive documentation, which meets the requirements of the TP and which is adequate for use in ship construction, and for operation, maintenance and repair. The Contractor shall be responsible for the accuracy and adequacy of the detail design.

Construction: The Contractor shall construct one FRV-40 Class Fisheries Research Vessel in accordance with the detail design developed under Item 0001 of this contract. The Contractor shall satisfy any and all requirements of the TP. In accordance with the terms stated herein, the Contractor shall furnish all material or equipment required for the performance of this contract.

The Contractor shall conduct testing and trials as required by the TP and the contract.

The FRV-40 Class ship shall be capable of fully performing its mission as defined in the TP.

The Contractor shall provide to the Government a history of usage, material condition and maintenance of equipment that the Contractor has provided and installed on the vessel. This history shall document all usage, maintenance performed on the equipment, both corrective and preventative, indicating problems and solutions or corrections made. This history shall also include date of usage, maintenance, running hours, date and type of reconditioning or overhaul, date of receivership, name plate and configuration data, and whether such usage or age has so deteriorated the equipment as to impair its usefulness or safety.

The Contractor shall perform all supply support functions in accordance with the TP.

The Contractor shall provide Onboard Repair Parts (OBPs), spares and shore-based spares as required by the SOR. The Contractor shall provide all necessary storage, and accomplish binning and loading of all specified material as well as material ordered against Items 0002, 0003, 0009, 0010, 0016, 0017, 0023 and 0024. All outfitting material shall be received, inspected, marked, sorted, segregated, stored, pre-binned, as necessary, and loaded on-board the ship prior to delivery. The Contractor shall process all spares, supplies, tooling, handling equipment, and other loose items aboard ship in accordance with the requirements in the SOR for care of the ship during construction.

The Contractor shall prepare and deliver data for Item 0001 (and if exercised, option Items 0008, 0015 and 0022) in accordance with the Data Requirements List (DRL), Exhibit A of the DRL.

Post Delivery Availability (PDA): Immediately following delivery, the ship will commence a

thirty (30) calendar day Post Delivery Availability (PDA) at the Contractor's facility. During the PDA, the Contractor shall provide:

(a) berthing space pier-side for the ship, including the brow and landing platforms, as appropriate, with utilities from shore connections (electricity, fresh water, sewage disposal, and telephone connections), daily garbage removal, and material handling services;

(b) messing facilities for the ship's force personnel;

(c) at least five (5) convenient parking spaces, near the ship, for the ship's force personnel;

(d) fire protection; and

(e) access through the yard to the ship for authorized Government personnel, ship's force and their authorized visitors.

**IF EXERCISED, OPTION ITEM(S) 0002, 0009, 0016 AND 0023 - ADDITIONAL REPAIR PARTS, SPARES, SPECIAL TOOLS, AND SUPPORT AND TEST EQUIPMENT**

The Contractor shall provide additional repair parts, spares, special tools, and support and test equipment as required by the SOR.

Orders for this effort shall be placed in accordance with the general requirements in Section C of this contract entitled "ORDERING ITEMS".

The price associated with the following are to be included in Item 0001 (and if exercised, option Item(s) 0008, 0015 and 0022) and not to be included in Item 0002 (and if exercised, option Item(s) 0009, 0016 and 0023):

(i) Repair parts, special tools, and support and test equipment specifically required by SOR Sections other than Section 083b;

(ii) All operating space items, spares and repair parts identified in Appendix 4/A of the ABS Rules for Building and Classing Steel Vessels.

(iii) Adequate warehouse facilities to store and handle all Contractor Furnished (CF) material and equipment as it is received. OBRPs, spares, special tools, and support and test equipment shall be received, inspected, preserved, packaged and packed as necessary, and stored in accordance with the requirements of the SOR.

**IF EXERCISED, OPTION ITEM(S) 0003, 0010, 0017 AND 0024 - OUTFITTING MATERIAL**

The Contractor shall provide outfitting material as ordered by the Government and as listed in the Initial Outfitting List. Orders for this effort shall be placed in accordance with the general requirements in Section C of this contract entitled "ORDERING ITEMS".

**ITEM 0004 AND IF OPTION ALTERNATIVES A THRU S ARE EXERCISED, ITEM(S) 0011, 0018 AND 0025 - LOGISTICAL DOCUMENTATION**

The Contractor shall furnish Logistical Documentation in accordance with the SOR and the Data Requirements List (DRL), Exhibit B. In addition, the documentation required by SOR Section 083b/083c to support procurement of additional repair parts, spares, special tools, support and test equipment, and outfitting material shall be provided.

**AS ORDERED, OPTION ITEM(S) 0005, 0012, 0019 AND 0026 - ADDITIONAL GOVERNMENT REQUIREMENTS**

The Contractor shall provide up to 4000 man-hours labor and \$30,000 material to perform Additional Government Requirements in support of the FRV-40 Class ship(s). Additional Government Requirements are defined as any work authorized by the Contracting Officer that is required to support the FRV-40 Class ship(s). These requirements are over and above that specified in the TP. Orders for this effort shall be placed in accordance with the general requirements in SECTION C of this contract entitled "ORDERING ITEMS". The Contractor shall schedule performance of work so as to permit up to 4000 man-hours of labor per ship and \$30,000 of material per ship under this contract. The work to be performed shall consist of production related labor as ordered by the Government on Additional Government Requirements within the scope of this contract without causing delay or disruption to the work performed under this contract, or any other Government contract, or any other work in process for the Government. The stated material amount includes any applicable handling charges, storage, overhead, or other costs, plus profit associated with the \$30,000 Government estimate. The amounts listed are provisional amounts only and do not represent a commitment that the Government will purchase any or all of these amounts.

As used herein, the term "Additional Government Requirements" means work under this contract, ordered by the Contracting Officer pursuant to the procedures of the clause of this contract entitled "ORDERING ITEMS" and "CHANGES-FIXED PRICE" as mutually agreed by the parties under a Supplemental Agreement. Additional Government Requirements does not include performance of work for the correction of Contractor responsible defects pursuant to the clause of this contract entitled "INSPECTION".

Notwithstanding any provisions of the clause of this contract entitled "CHANGES - FIXED PRICE" or any other term and condition of this contract, adjustments in contract price by reason of Additional Government Requirements up to 4000 man-hours of labor and/or \$30,000 for



material per ship of work shall not include any amounts for cost of delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the delivery schedule under this contract or any other Government contract shall not be extended by reason of or as a result of Additional Government Requirements up to 4000 man-hours of labor and/or \$30,000 for material.

**AS ORDERED, OPTION ITEM(S) 0006, 0013, 0020 AND 0027 - SPECIAL STUDIES FOR ITEM 0001 AND, IF EXERCISED, OPTION ITEM(S) 0008, 0015 AND 0022**

In accordance with the clause entitled "ORDERING ITEMS" under Section C of this contract, the Contractor shall provide up to 5000 man-hours to conduct Special Studies in support of the Detail Design and Construction of the FRV-40 Class ship(s); including but not limited to studies related to improvements in operating efficiencies.

**ITEM 0007, AND IF OPTION ALTERNATIVES A THRU S ARE EXERCISED, ITEM (S) 0014, 0021 AND 0028 - CREW FAMILIARIZATION**

The Contractor shall provide a total of 200 hours of crew familiarization and equipment operation and maintenance seminars.

Crew Familiarization. The Contractor shall familiarize the ship's crew and other Government designated representatives on the operation and maintenance characteristics of the ship. This familiarization shall be primarily devoted to practical exercise (hardware oriented) supplemented with classroom seminars. The familiarization shall not exceed 120 hours and shall take place aboard the ship and at the Contractor or vendor's facility prior to delivery of the ship, subject to the approval of the Government.

The maximum number of attendees for any seminar shall not exceed 25. Attendees may be a combination of USCG licensed and unlicensed crew and other Government representatives. Attendance of each seminar shall be sized according to the type of familiarization presentation (i.e. "hands-on" or classroom) in order to achieve the objectives of the seminar.

Familiarization seminar topics shall include, as a minimum, the following:

1. Introduction to the ship
2. Propulsion system introduction
3. Dynamic Positioning System
4. Stability
5. Lifesaving and damage control (on-board)
6. Operation of the scientific systems, mission handling systems and trawling system
7. Fueling and ballasting
8. Fire fighting
9. Acoustic Characteristics

Equipment Operation and Maintenance Seminars. The Contractor shall conduct equipment operation and maintenance seminars. These seminars shall consist of both seminars and practical exercise (hardware oriented). The seminars shall not exceed a combined total of 80 hours and shall be conducted at either the Contractor's or vendor's facilities between Acceptance Trials and Ship Delivery, subject to approval of the Government. The hours associated with the seminars are in addition to the hours associated with crew familiarization. The maximum number of attendees for each seminar shall not exceed 25. Attendees may be a combination of USCG licensed and unlicensed crew and other Government designated representatives. Attendance for each class shall be sized according to the type of equipment presented in order to achieve the objectives of the seminar.

Equipment operation and maintenance seminars shall, as a minimum, include the following:

1. Integrated Bridge System, including the Navigation Workstation, Voyage Management System and Ship Control Console
2. Auxiliary consoles
3. Machinery Control System (MCS)
4. Propulsion plant
5. Auxiliary equipment
6. Scientific sonars and instrumentation identified in SOR Sections 461 and 493
7. Mission handling and trawling system equipment identified in SOR Section 591
8. Noise critical equipment and associated acoustic features
9. Additional topics as proposed by the Contractor or Government

Familiarization Program Plan. The Contractor shall prepare a Familiarization Program Plan which shall include an instruction syllabus for each Crew Familiarization Seminar topic and each Equipment Operation and Maintenance Seminar topic. The Contractor shall maximize the use of existing documentation as instructional materials (e.g. equipment/system technical manuals, ship construction/equipment drawings, Engineer's Operating Manual). Copies of basic source documentation shall be available for attendees use during seminars.

Instructor Lesson Plans and Student Guides. The Contractor shall provide instructor lesson plans in lecture outline, demonstration, or question and answer (discussion) format, or any combination of these. Student Guides shall also be prepared. The Contractor shall prepare and deliver data associated with Crew Familiarization, if exercised, option Item(s) 0007, 0014, 0021 and 0028 in accordance with the Data Requirements List (DRL), Exhibit C of the DRL.

## **PART 2 - GENERAL REQUIREMENTS**

- C-1 MEETINGS, REVIEWS AND CONFERENCES
- C-2 ELECTRONIC INFORMATION MANAGEMENT SYSTEM
- C-3 EQUIVALENT EQUIPMENT
- C-4 GROUNDING, DAMAGE OR COLLISION
- C-5 ACCESS TO THE VESSEL(S)
- C-6 APPROVAL BY THE GOVERNMENT
- C-7 CONFIGURATION MANAGEMENT
- C-8 CONTRACT PROBLEM IDENTIFICATION REPORTS
- C-9 DRYDOCKING FACILITIES AND SHIPBUILDING WAYS CERTIFICATION
- C-10 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT
- C-11 OFFICE FACILITIES
- C-12 NUCLEUS CREW
- C-13 PERMITS AND RESPONSIBILITIES
- C-14 PLANS AND OTHER DATA
- C-15 PROTECTION OF THE SHIP DURING ADVERSE ENVIRONMENTAL CONDITIONS
- C-16 ORDERING ITEMS
- C-17 REGULATORY BODIES, STANDARDS, CERTIFICATIONS AND DATA REQUIREMENTS
- C-18 STANDARDIZATION
- C-19 TESTS AND TRIALS

### **C-1 MEETINGS, REVIEWS AND CONFERENCES**

The Contractor shall conduct a post-award conference within thirty (30) days after the effective date of this contract. The conference will be held at the Contractor's facility. The purpose of the conference is to (1) review the contract and technical documents, (2) ensure the Contractor's understanding of the technical and schedule requirements, and (3) discuss the roles and working relationships between the Contractor, the Single System Vendors (SSVs), the Noise Control Engineering Firm and the Government. Representatives from each SSV and from the Noise Control Engineering Firm shall attend.

Thereafter, the Contractor shall hold periodic status meetings at the Contractor's plant if requested with reasonable advance notice by the Government. The purpose of these meetings is for the Contractor and the Government to discuss engineering, design and production progress, anticipated problems, and any other relevant matters. Representatives from each SSV and from the Noise Control Engineering Firm shall attend. The Contractor shall provide agendas and minutes for these meetings.

In addition, other meetings such as technical interchange meetings may be conducted on an ad

hoc basis as requested by either the Contractor or the Government.

## **C-2 ELECTRONIC INFORMATION MANAGEMENT SYSTEM**

The Government will operate and maintain a secure, Web-based information management system which will be used for the review of deliverables provided by the Contractor. The Contractor shall utilize a reliable dedicated high speed Internet connection, T-1 or better and upload all deliverables required under this contract to the electronic information management system.

## **C-3 EQUIVALENT EQUIPMENT**

In the event that the Contractor wishes to substitute equipment which it considers equivalent to an item referenced in the TP by manufacturer's make and model number "or equal," the Contractor shall submit a substitution request in writing to the Government for approval. The substitution request shall include sufficient detail to demonstrate that the proposed equivalent item meets all salient characteristics of the specified brand name or equal item as identified in ATTACHMENT J-3. Such requests shall be made at least sixty(60) days in advance of the Contractor's anticipated order of the equipment to allow the Government time to determine equivalency. Any equivalency request not approved within 30 days shall be considered disapproved by the Government. The requirements of the clause hereof entitled "BRAND NAME OR EQUAL" (FAR 52.211-6) apply to all requests for equipment substitution under this contract.

## **C-4 GROUNDING, DAMAGE OR COLLISION**

In the event of grounding, damage or collision involving an item under this contract, the Contractor shall immediately notify the CONREP. If requested by the CONREP, the Contractor examine the ship in the manner required by the CONREP at no expense to the Government. A written Grounding/Damage/Collision report shall be made of the incident by the Contractor. As a minimum, the report shall include reasons for the occurrence, damage sustained, and effects on the ship's delivery schedule.

## **C-5 ACCESS TO THE VESSEL(S)**

Officers, employees and associates of other Contractors with the Government and their subcontractors, shall, as authorized by the CONREP, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the CONREP to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or

other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

## **C-6 APPROVAL BY THE GOVERNMENT**

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

## **C-7 CONFIGURATION MANAGEMENT**

### **(a) General Requirements:**

(1) The Contractor shall provide engineering and technical services for configuration control to manage changes to the baseline FRV-40 Technical Package (TP). The baseline FRV-40 Technical Package consists of a Statement of Requirements (SOR), Project Peculiar Documents (PPD), guidance documents, and all revisions and modifications thereto dated prior to the award of this contract, and other documents, exhibits, and attachments listed in SECTION J of this contract. The Contractor shall not make any changes until Contracting Officer, or his designated representative, has approved the change.

(2) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate TP documentation. The Contractor shall prepare Configuration Management Plan documenting the plan and approach to configuration management for approval by the Government.

(3) Whenever a situation arises wherein the Contractor cannot comply with a TP document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify the TP documents to resolve the conflict or to allow for non-compliance. Whenever the cost of implementing a proposed change is less than \$500,000, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by more than \$500,000, the Contractor shall complete a SF 1411 detailing all related costs, and attach it to the change document. Change documentation shall be submitted to the CONREP in accordance with the Data Requirements List (DRL), and as described in paragraphs (c) through (f) below.

(b) Engineering Changes Proposals (ECPs): The Contractor shall prepare ECPs whenever detail level physical configuration, material quality, or operational or functional performance will not be in compliance with the baseline. ECPs shall contain a detailed description of the scope of work, plans and sketches showing the "before and after" configurations, list of materials added or deleted, cost estimate, ILS impact, estimate of the effect on weight and moment, and/or estimate of effects on equipment delivery schedule.

(c) Request for Deviations (RFD) and Request for Waivers (RFWs): Deviations are written authorizations to depart from a particular performance or design requirement for a specific number of units or period of time. The Contractor shall prepare a Request For Deviation (RFD) for each occurrence and submit it to the Government for approval. Waivers are written authorizations accepting a configuration item or other designated item which, during production or after having been submitted for inspection, is found to depart from the specified requirements, but nevertheless, is considered suitable for use "as is" and is similarly processed. The Contractor shall prepare a Request For Waiver (RFW) for each occurrence and submit it to the Government for approval.

(d). Requests for engineering changes, deviations and waivers shall be in the Contractor's format. All such requests shall be numbered sequentially with the following prefixes:

"ECP" for Engineering Change Proposals

"RFD" for Request for Deviation

"RFW" for Request for Waiver

(e) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPS, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the CONREP's approval for expenditure of effort to complete the detailed supporting documentation. In the event the CONREP denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the CONREP approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Government requests in writing that the Contractor develop change

documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Government, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) The Contractor shall comply with the requirements of the clause hereof entitled "CHANGE ORDER ACCOUNTING" (FAR 52.243-6) for all changes with an estimated value in excess of \$100,000.00.

(7) Failure to agree to an equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

## **C-8 CONTRACT PROBLEM IDENTIFICATION REPORTS**

(a) Contract Problem Identification Reports (CPIRs) shall be used by the Contractor for the purpose of alerting the Government to actual or potential contract problems and of establishing an early dialogue between the Contractor and the Government with regard thereto.

(b) A "contract problem" is a fact or circumstance of which the Contractor is aware that does, will or reasonably is anticipated to (1) have a significant or substantial impact on the delivery schedule or completion of contract performance or the cost of performance of the contract (increase or decrease) or (2) requires modification to the contract or specification(s). The terms "significant" and "substantial" shall be interpreted in the same manner as they would be interpreted by a reasonably prudent business person under the relevant circumstances.

(c) The Contractor shall report each contract problem promptly and in no event later than ten (10) calendar days, after the Contractor identifies such contract problem. A written CPIR shall be transmitted via the CONREP to the Contracting Officer. Each CPIR shall be entitled "Contract Problem Identification Report", shall be dated, numbered sequentially and shall set forth the following based on the best and most complete information then known or available to the Contractor:

(1) The nature of the contract problem;

(2) The date on which the contract problem arose and the date on which the contract problem was identified as such;

(3) The anticipated direct and consequential effects of the contract problem upon the delivery schedule or completion of contract performance or the cost of performance of the contract;

(4) Identification of the supplies and/or services which are or may be affected; and

(5) The Contractor's recommended solution to the reported contract problem.

(d) CPIRs shall not be submitted when notice of the same contract problem is required to be furnished to the Government pursuant to any other requirement of this contract. The submission of a CPIR, however, does not relieve the Contractor of its obligations to provide notice required under any other requirement of this contract.

## **C-9 DRYDOCKING FACILITIES AND SHIPBUILDING WAYS CERTIFICATION**

(a) Drydocking, launching, building way and transfer facilities and methods employed in the performance of this contract shall be certified by either of the two following methods:

(1) In accordance with the standards and criteria of an internationally recognized certifying authority acceptable to the Contracting Officer, (examples of such authority include, but are not limited to, the American Bureau of Shipping (ABS), Lloyds Registry of Shipping, Det Norske Veritas, Engineering, Inc. in effect on the date of contract award, or;

(2) In accordance with the current version of MIL-STD-1625, Safety Certification for Drydock Facilities and Building Ways for U.S. Navy Ships, in effect on the date of contract award.

A "Facility Certification Report" shall also be prepared and submitted to the CONREP in accordance with the DRL.

(b) The Contractor may propose an alternate drydocking/launching method for those situations not covered by the existing certification criteria. The documentation to support this proposal shall be as close as practicable to that required by the existing certification criteria and shall identify any potential impact/modification to the ship's structure. Additionally, the Contractor shall submit certification from an independent naval architect, acceptable to the Contracting Officer, which shall certify that the method being proposed, including equipment and procedures, complies with sound naval architectural principles.

(c) The ship shall be drydocked for survey, repair, and final hull preservation and painting not more than 180 days prior to delivery to the Government. The Contractor shall notify the Regulatory Bodies to witness the final drydocking for certification purposes.

## **C-10 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT**

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent



drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material to be provided under the terms of the contract. The GFI furnished to the Contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

- (i) delete, supersede, or revise, in whole or in part, as applicable; or
- (ii) add items of data or information, as applicable; or
- (iii) establish or revise due dates for items of data or information, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, an equitable adjustment may be made in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the clause of this contract entitled "GOVERNMENT PROPERTY (FIXED-PRICE)" (FAR 52.245-2), or any other term or condition of this contract.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

## **C-11 OFFICE FACILITIES**

(a) The Contractor shall provide suitable office facilities and services for an on-site Government staff of approximately nine personnel. The facilities to be provided shall be equal to those provided by the Contractor for his use for generally similar purposes. The offices provided shall be located convenient to the ship, management and other shipyard shops and offices.

(b) Office Space and Equipment. The Contractor shall provide separate but adjacent offices, drafting rooms, conference room, rooms and equipment for the reproduction of items such as plans, booklets, test memoranda, and allowance lists for the use of personnel designated in paragraph (a) above. These spaces shall be of adequate size for such purposes and shall be furnished, ventilated, lighted and heated. The Contractor shall furnish services for keeping the rooms in order and clean, and toilet facilities including soap and towels. These spaces shall be maintained and stocked with supplies as needed. Air conditioning and interior communication

shall be provided in the offices that are utilized. Furniture, desks, chairs, stools, clothes lockers, drafting tables and classified or unclassified file cabinets for cards, letters, plans and reports shall be furnished by the Contractor for the on-site Government office facilities (including locks where appropriate).

(c) Telephone Service. The Contractor shall provide and maintain telephone service for the on-site Government office spaces, with at least one private line per office space for calls to be direct dial, local and long distance (not through the shipyard switchboard). Voice mail capabilities, as well as provision for computer modem connections, shall be included with the telephone service. In addition, the Contractor must provide a T-1 digital link to the FRV-40 Acquisition Office in Silver Spring, MD within 60 days after award.

(1) As soon as practical in the construction phase, the Contractor shall provide, at the direction of the CONREP, telephone service to the Ship's Master's office and the Chief Engineer's office. When the ship's telephone system becomes active, these two lines may be removed.

(2) The Contractor shall include in the contract price the full cost of providing all telephone service except for long distance calls. Long distance calls shall be billed to the Government on the basis of actual cost.

(d) Parking Spaces. The Contractor shall provide lighted, secure parking spaces adjacent to the office to accommodate their normal occupants.

## **C-12 NUCLEUS CREW**

(a) A crew furnished by the Government of approximately 3 persons, referred hereinafter in this contract as the "Nucleus Crew," may be present at the Contractor's plant for a period of not more than 270 working days prior to the delivery of the vessel.

(b) Office space with furnishings, services, parking and equipment requirements shall be provided by the Contractor as set forth in the clause of this contract titled "OFFICE FACILITIES." The Nucleus Crew shall be permitted to use the facilities, equipment and services furnished to the CONREP. The Nucleus Crew personnel shall be required to comply with the Contractor's rules and regulations governing personnel at its plant relating to safety and security. Communications between the Nucleus Crew and the Contractor shall be via the CONREP. The Master and Engineering Officer shall be permitted to attend Contractor or CONREP status meetings and shall receive copies via the CONREP of all status reports transmitted to the CONREP.

(c) The Nucleus Crew will be allowed reasonable access to the ship(s) in the performance of its duties, on a non-interference basis, to accomplish the following tasks:

(1) Familiarization and indoctrination with the general arrangement and condition of the ship(s); and,

(2) Participating as observers and operators during sea trials, including trial gear

operations to the extent permitted by available ship accommodations.

### **C-13 PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

### **C-14 PLANS AND OTHER DATA**

Whenever the Government shall so require, the Contractor shall, at the cost of reproduction, furnish to whomsoever may be designated by the Government (including other shipbuilding Contractors), copies of working plans (including reproducible), selected record plans, indices, material schedules, plan schedules, purchase specifications and other data relating to the construction of the vessel. The furnishing of such data shall not constitute any guaranty or warranty, either express or implied, by the Contractor other than that they are correct copies of such data.

### **C-15 PROTECTION OF THE SHIP DURING ADVERSE ENVIRONMENTAL CONDITIONS**

The Contractor shall ensure that the ship(s) and all related material at the Contractor's facilities are protected during conditions of heavy weather, high winds, heavy snow and icing, high water or similar adverse environmental conditions. The Contractor shall develop, maintain, and implement as necessary an "Adverse Environmental Conditions Plan" which prescribes the actions and procedures and assigns responsibilities for action to be taken in preparation for and during the period of adverse environmental conditions. The Contractor shall furnish the plan to the CONREP and shall make such changes in the plan as the CONREP considers necessary to provide for adequate protection of the ship(s) and the materials and equipment to be installed therein.

### **C-16 ORDERING ITEMS**

(a) Contract Modification - Items and Other Requirements to be Furnished When Ordered by the Government. The Contractor shall furnish supplies or other requirements under Items 0002, 0003, 0005, 0006, 0009, 0010, 0012, 0013, 0016, 0017, 0019, 0020, 0023, 0024, 0026 or 0027 when a contract modification or delivery order is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the Contractor under any Item set forth herein until a contract modification or order is issued by the Government.

(b) Contractor Proposal - Requirements Being Ordered. When required by the Contracting Officer (CO), the Contractor shall submit a proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.804 unless such requirements have been waived for the contract pursuant to FAR 15.804-3.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications or delivery orders for supplies or other requirements may be issued at any time during the period of performance of this contract through final acceptance. Contract modifications issued in accordance with this requirement shall provide that deliveries or performance shall be completed in accordance within the period of performance specified in each order.

(d) Ordering. The CO will issue contract modifications or delivery orders for supplies or requirements to be furnished by the Contractor in accordance with the terms set forth below. Each contract modification or delivery order issued in accordance with paragraph (e), (f) or (h) below shall:

- (1) Be prepared on a Standard Form 30 (Amendment of Solicitation/Modification of Contract) or Optional Form 347;
- (2) Be numbered as a modification to/action under this contract;
- (3) State that the action is issued in accordance with this requirement;
- (4) Identify the Item number set forth in SECTION B of the Schedule under which the supplies or services are being procured;
- (5) Set forth in full detail the supplies or other requirements and the quantities being procured;
- (6) Set forth packing and marking requirements for supplies being procured;
- (7) Set forth consignment and marking instructions for supplies being procured to the extent they are known at the time the contract modification or delivery order is issued;
- (8) Set forth negotiated delivery or performance dates;
- (9) Set forth the applicable inspection and acceptance requirements;
- (10) Obligate funds to cover priced orders issued under paragraph (e) below, or ceiling priced orders issued under paragraph (f) below and unilateral orders issued under paragraph (h) below; and
- (11) Set forth the applicable accounting and appropriation data.

(e) Issuance of Contract Modifications or Delivery Orders Covering Priced Orders. For each order placed pursuant to this requirement, the CO will prepare a contract modification or delivery order under this contract in the form of a priced order when supplies or other requirements are to be furnished by the Contractor, unless otherwise provided for under paragraphs (f) or (h) below. The supplies or other requirements being procured shall be clearly

defined in the contract modification or delivery order. Such contract modification or order shall be fully priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the CO.

(f) Issuance of Contract Modifications or Delivery Orders Covering Ceiling Priced Orders. In those cases where it is not possible to fully price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety or readiness impact, the CO will prepare a contract modification or delivery order to this contract in the form of a ceiling priced order. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and a limitation of Government liability, which shall be an amount not greater than fifty percent (50%) of the ceiling price. The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order of \$25,000 (net value) or more. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (j) below. Each contract modification covering a ceiling priced order shall be signed by the Contractor and the CO. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The ceiling price specified in each ceiling priced order shall be the maximum limitation on the Government's obligation to pay for the supplies or other requirements being ordered, i.e., the parties agree that the definitized price for any ceiling priced order shall be no greater than the ceiling price of such order. Additionally, the Contractor shall not be authorized to incur obligations and, in any event, the Government shall not be obligated to make expenditures in excess of the limitation of Government liability until such time as the parties have established firm prices for the order in accordance with paragraph (j) below. If at any time the Contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified, the Contractor shall promptly notify the CO in writing. The CO will, based upon such notification, decrease the ceiling price and limitation of Government liability of the ceiling priced order concerned. A decrease in the ceiling price and limitation of Government liability of any ceiling priced order shall be set forth in a modification to this contract and shall be signed by the Contractor and the CO.

(h) Unilateral Orders. In the event the CO determines that time does not permit negotiation of a bilateral modification either fully priced or ceiling priced, a unilateral order may be issued by the CO which will specify a dollar limitation (see paragraph (i) below), a limitation of Government liability (which shall be an amount not greater than fifty percent (50%) of the dollar limitation), and desired delivery schedule for the supplies or services ordered, together with a detailed description of the supplies or services to be furnished and a statement of the cost and pricing data required to be furnished. Price and delivery schedule will later be the subject of a bilateral modification (see paragraph (j) below) to be executed on behalf of the Government by

the CO. The unilateral modification shall not be used for end item billing purposes for delivered items under this contract or as a billing price for any deliverables under such unilateral order.

(i) Limitation of Obligations with Respect to Orders not Finally Priced. The Contractor shall immediately commence work upon receipt of any unilateral order to this contract. If at any time the Contractor has reason to believe that the price of a unilateral order placed hereunder will exceed the dollar limitation established by the CO in a unilateral order, the Contractor shall so notify the CO in writing and propose an appropriate increase in the dollar limitation and limitation of Government liability of such order. Within thirty (30) days of such notice, the CO will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on a unilateral order beyond the point where his costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such unilateral order prior to establishment of firm prices therefore, in accordance with paragraph (j) below.

(j) Establishment of Firm Prices for Ceiling Priced Orders and Unilateral Orders. The Contractor shall submit to the CO not later than thirty (30) days after issuance of each ceiling priced or unilateral order, a price proposal for the supplies or other requirements ordered by the Government, which shall include: (i) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced or unilateral order together with sufficient data to support the accuracy and reliability of such estimate and (ii) supporting cost or pricing data (see paragraph (n) below), except that if a price proposal including supporting cost or pricing data was submitted to the CO before the issuance of the ceiling priced order concerned, only revisions to such price proposal and the supporting cost or pricing data are required to be submitted to the CO. Upon submission of the Contractor's price proposal, or revisions thereto, the Contractor and the CO shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced or unilateral order concerned. The firm price for the supplies or other requirements, as agreed upon by the Contractor and the CO, shall be set forth in a modification to this contract which shall supersede the applicable ceiling priced or unilateral order. The item identifications shown in the applicable ceiling priced order or unilateral order shall be set forth in such contract modification. The firm price of each ceiling priced order or unilateral order shall be established within one-hundred eighty (180) days after issuance of the ceiling priced or unilateral order, or upon completion of forty percent (40%) of the work, whichever occurs earlier. If agreement on a definitive contract modification to supersede any ceiling priced or unilateral order is not reached within the period specified above, the CO may determine a reasonable price for the ceiling priced or unilateral order concerned in accordance with FAR 15.8 and Part 31 subject to appeal by the Contractor as provided in the "DISPUTES" clause referenced in SECTION I of this contract.

(k) Segregation of Costs of Ceiling Priced and Unilateral Orders. The Contractor shall segregate by order all incurred costs (less allocable credits) for work allocable to each ceiling priced and to each unilateral order issued pursuant to paragraphs (f) or (h) above. The

requirement for the Contractor to segregate the costs of each ceiling priced or unilateral order shall continue until the ceiling priced order or unilateral order is superseded by a contract modification establishing a firm price for the order.

(l) Progress Payments -- Withholding or Suspension -- Ceiling Priced and Unilateral Orders. Submission by the Contractor of a price proposal adequate for negotiations for each ceiling priced and unilateral order issued hereunder is a material requirement of this contract in order that complete definitization will occur within the period specified in paragraph (j) above. Therefore, if the Contractor fails to submit an adequate price proposal for any ceiling priced or unilateral order, progress payments may be reduced or suspended for the order concerned unless such failure of the Contractor is due to causes beyond its control and without its fault or negligence. The CO will notify the Contractor in writing as to any reduction or suspension of progress payments pursuant to this paragraph.

(m) Modification to Priced Orders, Ceiling Priced Order or Unilateral Orders. Modifications to priced orders, ceiling priced or unilateral orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this requirement. Modifications to ceiling priced orders issued pursuant to paragraph (f) and unilateral orders pursuant to paragraph (h) above shall not include additional requirements or quantities.

(n) Cost and Pricing Data. Whenever cost or pricing data, as defined in FAR 15.801, are required in accordance with FAR 15.804, the Contractor shall submit a signed Standard Form 1411 (SF 1411), Contract Pricing Proposal Cover Sheet, with supporting attachments.

## **C-17 REGULATORY BODIES, STANDARDS, CERTIFICATIONS AND DATA REQUIREMENTS**

(a) The ship as delivered shall comply with all the applicable laws of the United States and the requirements of the various regulatory bodies and rules, in issue at the time of the proposal due date, and as identified in the TP or other terms of the contract. All necessary certifications or documents that cover the approval and indicate compliance shall be obtained by the Contractor. Data necessary for the Contractor to obtain the required USCG, ABS, SOLAS, FCC, and USPHS certifications shall be provided by the Contractor to the appropriate regulatory bodies. Additionally, the Contractor shall accomplish all work necessary to comply with those applicable laws of the United States, the requirements of the various regulatory bodies and imposed rules. All of the above which are imposed as a requirement subsequent to contract award must be accomplished in order to obtain certification prior to delivery.

(b) The TP requires that the ship be designed, constructed and certificated by the United States Coast Guard (USCG) in accordance with 46 CFR Subchapter U. The Government will provide USCG support for the FRV certification process normally associated with non-public, commercial vessels. The Government will notify the Contractor of a specific point of contact at USCG within 30 days after Contract Award. The Contractor shall be responsible for providing the office space, parking, technical information and other interface support for USCG personnel to the degree required for a comparable, commercial vessel certification program.

- (c) Copies of all correspondence between the Contractor and Regulatory Bodies shall be provided to the CONREP.
- (d) Before delivery of the ship, the original certificates/documents demonstrating approval by regulatory bodies or indicating compliance with the TP shall be mounted onboard the ship as required either by the issuing regulatory body or as directed by the CONREP. Interim documents will be acceptable pending receipt of signed originals.
- (e) The Contractor in all other cases shall provide data to the Government as required by the Data Requirements List, attached hereto.

#### **C-18 STANDARDIZATION**

- (a) Standardization of the vessels under this contract shall be in accordance with the requirements of the TP. The vessels constructed under this contract shall have identical machinery and equipment; provided, however, that if the Contractor considers that strict compliance with the requirements is impracticable for any individual item of machinery or equipment or any component thereof, the Contractor shall notify the Government in accordance with the Section C clause entitled "CONFIGURATION MANAGEMENT."
- (b) The Contractor shall utilize appropriate procurement techniques to comply with this standardization objective and shall include the substance of this clause and the specification in subcontracts and purchase orders.

#### **C-19 TESTS AND TRIALS**

During the conduct of required tests and trials, the vessel shall be under the control of the Contractor and the Contractor's crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall (1) provide all necessary licensed crew and required staffing; (2) install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and (3) install and remove instruments and apparatus furnished by the Government for such trials, as required by the TP.



**SECTION D - PACKAGING AND MARKING****ITEM 0001, and if exercised, OPTION ITEM(S) 0008, 0015 and 0022 - Detail Design and Construction**

The ship(s) shall be prepared for delivery and delivered in accordance with the best commercial practices. The ship(s) shall be marked in accordance with the requirements of this contract and the FRV-40 Technical Package (TP).

**If exercised, OPTION ITEM(S) 0002, 0009, 0016 and 0023 - Additional Repair Parts, Spares, Special Tools and Support and Test Equipment**

The additional repair parts, spares, special tools and support and test equipment shall be marked, prepared, and packaged in accordance with the TP.

**If exercised, OPTION ITEM(S) 0003, 0010, 0017 and 0024 - Outfitting Material**

The outfitting material shall be marked, prepared, and packaged in accordance with the TP.

**ITEM 0004, and if Option Alternatives A thru S are exercised, ITEM(S) 0011, 0018 and 0025 - Logistical Documentation**

Logistical documentation shall be marked, prepared, and packaged in accordance with best commercial practice and the applicable Data Requirements List (DRL), Exhibit B.

**As ordered, OPTION ITEM(S) 0005, 0012, 0019 and 0026 - Additional Government Requirements**

All items (equipment, components, subassemblies, spares, etc.) which are opened, inspected, repaired, or overhauled will be repackaged and remarked (as necessary and appropriate) to their original "as new" condition or as otherwise directed by the CONREP under orders placed pursuant to this line item.

**As ordered, OPTION ITEMS(S) 0006, 0013, 0020 and 0027 - Special Studies**

Any reports associated with Special Studies shall be packaged and the cover prominently marked to show:

- (1) name and business address of the Contractor
- (2) contract number
- (3) sponsor: \_\_\_\_\_  
(Name of Individual Sponsor), (Requiring Activity)

**SECTION E: INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all data shall be as specified in the attached Data Requirements List, Attachment J-2.

**ITEM 0001, and if exercised, OPTION ITEM(S) 0008, 0015, and 0022**

Detail Design and Construction. Each ship shall be inspected and accepted at origin (the Contractor's facility shown below) by an authorized representative of the Government.

\_\_\_\_\_  
(Name of Facility)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

The procedure for inspection and acceptance of the ship(s) shall be as set forth in the TP and in accordance with the "PRELIMINARY ACCEPTANCE" (Section E-1), "GUARANTY PERIOD" (Section E-2), "FINAL ACCEPTANCE" (Section E-3) and "INSPECTION OF SUPPLIES" (52.246-2, ALT I) clauses of this contract.

**If exercised, OPTION ITEM(S) 0002, 0009, 0016 and 0023**

Additional Repair Parts, Spares, Special Tools, and Support and Test Equipment. Additional Repair Parts, Spares, Special Tools, and Support and Test Equipment shall be inspected and accepted at the shipyard by an authorized representative of the Government in accordance with this contract and the FRV-40 Technical Package (TP).

**If exercised, OPTION ITEM(S) 0003, 0010, 0017 and 0024**

Outfitting Material. Outfitting material shall be inspected and accepted at the shipyard by an authorized representative of the Government in accordance with this contract and the TP.

**ITEM 0004, AND If Option Alternatives A thru S are exercised, ITEM(S) 0011, 0018 and 0025**

Logistical Documentation. Logistical Documentation shall be inspected and accepted at destination by an authorized representative of the Government in accordance with the Data Requirements List (DRL), Attachment J-2 of this contract.

As ordered, OPTION ITEM(S) 0005, 0012, 0019 and 0026

Additional Government Requirements. The Additional Government Requirements effort shall be inspected and accepted at origin by an authorized representative of the Government.

As ordered, OPTION ITEM(S) 0006, 0013, 0020 and 0027

Special Studies. Special Studies shall be inspected and accepted at origin by an authorized representative of the Government as identified in each order issued.

ITEM 0007, and if Option Alternatives A thru S are exercised, ITEM(S) 0014, 0021 and 0028

Crew Familiarization. Crew Familiarization shall be inspected and accepted at origin by an authorized representative of the Government.

## **E-1 PRELIMINARY ACCEPTANCE**

Upon satisfactory completion of the applicable trial requirements and upon delivery as provided in this contract, each vessel shall be preliminarily accepted. Preliminary acceptance will be documented via DD 250.

## **E-2 GUARANTY PERIOD**

(a) As used in this contract, the term "defects" includes any and all defects, deficiencies, deteriorations, and failure in the vessel(s). There shall be a guaranty period for each vessel beginning at the time of preliminary acceptance and ending nine (9) months after preliminary acceptance of the vessel, unless extended as provided in paragraph (b) below.

(b) The guaranty period for each vessel shall be extended by the time during which such vessel is not available for unrestricted service by reason of any defects for which the Contracting Officer shall determine the Contractor to be responsible. During said period the vessel, after being fully equipped and in all respects complete and ready for service, may be finally tried by and at the expense of the Government under conditions prescribed by the Government. The Contractor must have personnel on board such vessel during such period, in accordance with the TP. Such personnel shall have every reasonable opportunity to inspect the working of such vessel in all its parts but shall have no power to direct or control its operation.

## **E-3 FINAL ACCEPTANCE**

Final acceptance will be documented via DD 250 after successful completion of the Final Acceptance Trials as described in the TP, and correction of any defects or deficiencies in the delivered vessel(s).

**SECTION E: CLAUSES INCORPORATED BY REFERENCE**FAR  
SOURCETITLE AND DATE

52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE (JUL 1985)
52.246-4	INSPECTION OF SERVICES--FIXED PRICE (FEB 1992)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

**SECTION F: DELIVERIES OR PERFORMANCE****ITEM 0001, and if exercised, OPTION ITEM(S) 0008, 0015 and 0022**

The Contractor shall deliver the ship(s) fully outfitted in accordance with this contract, and after successful trials, ready to receive cargo and crew, and with approvals and certifications in place as required. The ship(s), when delivered, shall be at a draft and trim condition which is within the limiting requirements for full load condition. Where ballast water is necessary, the delivery condition shall be achieved through the use of either clean sea water or fresh water ballast or both, but the quantity shall not exceed the ship(s) normal ballast capacity unless specifically approved by the CONREP. Polluted or silt carrying water, such as harbor or river water, shall not be used to achieve the delivery condition of the ship. The Contractor shall ensure that the delivery condition is restored in accordance with the above criteria where it becomes necessary to obtain a differing temporary condition to clear an obstruction (low bridge, shallow draft, narrow beam clearance, etc.) on the way to open ocean. Great Lakes offerors will be required to deliver the vessel prior to the close of the St. Lawrence Seaway in time for the Government to make the exit transit, where delivery is required during December and January. In addition, when delivery is required from a Great Lakes offeror during February, March or April, the vessel(s) will be delivered within two weeks of the opening of the Seaway.

The ship(s) shall be delivered in accordance with the following schedule:

<u>ITEM</u>	<u>FY</u>	<u>Months After Contract (MAC) Award (Basic)</u>
0001	00	36 MAC

If alternative options are exercised, delivery shall be in accordance with the following schedule:

<u>ALTERNATIVE</u>				
<u>ITEMS</u>		<u>FY</u>	<u>Months After Option (MAO) Award</u>	
ALT. A -	0008	01	<u>32</u>	MAO*
ALT. B -	0008	02	<u>32</u>	MAO*
ALT. C -	0008	03	<u>32</u>	MAO*
ALT. D -	0008	01	<u>32</u>	MAO*
	0015	01	<u>32</u>	MAO*
ALT. E -	0008	02	<u>32</u>	MAO*
	0015	02	<u>32</u>	MAO*
ALT. F -	0008	03	<u>32</u>	MAO*
	0015	03	<u>32</u>	MAO* (continued on next page)

*continuation:*

ALTERNATIVE ITEMS		FY	<u>Months After Option (MAO) Award</u>	
ALT. G -	0008	01	<u>32</u>	MAO*
	0015	01	<u>32</u>	MAO*
	0022	01	<u>32</u>	MAO*
ALT. H -	0008	02	<u>32</u>	MAO*
	0015	02	<u>32</u>	MAO*
	0022	02	<u>32</u>	MAO*
ALT. I -	0008	03	<u>32</u>	MAO*
	0015	03	<u>32</u>	MAO*
	0022	03	<u>32</u>	MAO*
ALT. J -	0015	02	<u>32</u>	MAO*
ALT. K -	0015	03	<u>32</u>	MAO*
ALT. L -	0015	02	<u>32</u>	MAO*
	0022	02	<u>32</u>	MAO*
ALT. M -	0015	03	<u>32</u>	MAO*
	0022	03	<u>32</u>	MAO*
ALT. N -	0022	02	<u>32</u>	MAO*
ALT. O -	0022	03	<u>32</u>	MAO*
ALT. P -	0015	04	<u>32</u>	MAO*
ALT. Q -	0015	04	<u>32</u>	MAO*
	0022	04	<u>32</u>	MAO*
ALT. R -	0022	04	<u>32</u>	MAO*
ALT. S -	0022	05	<u>32</u>	MAO*

\*To be filled in by Offeror. If these options are exercised, delivery shall be a minimum of 26 months and no longer than 32 months after option exercised date. Delivery period and schedule for the various option configurations are to be presented as part of the Offeror's proposal.

If exercised, OPTION ITEM(S) 0002, 0009, 0016 and 0023

Additional Repair Parts, Spares, Special Tools, and Support and Test Equipment. The Contractor shall deliver all additional repair parts, spares, special tools, and support and test equipment prior to ship delivery in accordance with the FRV-40 Technical Package (TP).

If exercised, OPTION ITEM(S) 0003, 0010, 0017 and 0024

Outfitting Material. The Contractor shall deliver all outfitting material prior to ship delivery in

accordance with the TP.

ITEM 0004, and if Option Alternatives A thru S are exercised, ITEM(S) 0011, 0018 and 0025

Logistical Documentation. Logistical documentation shall be delivered in accordance with the applicable Data Requirements List (DRL), Exhibit B of this contract.

As ordered, OPTION ITEM(S) 0005, 0012, 0019 and 0026

Additional Government Requirements. The Additional Government Requirements effort shall be performed and delivered in accordance with orders issued pursuant to the clause entitled "ORDERING ITEMS" in Section C of this contract.

As ordered, OPTION ITEM(S) 0006, 0013, 0020 and 0027

Special Studies. The Contractor shall deliver Special Studies in accordance with orders issued pursuant to the clause entitled "ORDERING ITEMS" in Section C of this contract.

ITEM 0007 and if Option Alternatives A thru S are exercised, ITEMS(S) 0014, 0021 and 0028

Crew Familiarization. The Contractor shall provide Crew Familiarization between trials and delivery of the ships(s) under Items 0001, and if exercised, Items 0008, 0015 and 0022.

## **LIQUIDATED DAMAGES FOR LATE DELIVERY**

The provisions for liquidated damages under the clause of this contract entitled "LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)" will be enforced for late delivery of Item 0001, and if exercised Items 0008, 0015, and 0022 only under the following circumstances:

- (1) the event giving rise to the delivery delay occurs within 180 days prior to the contract delivery schedule date, and
- (2) the delay is not excusable, as determined by the Contracting Officer.

Further, the computation of any amount of liquidated damages payable by the Contractor shall be limited to the number of days of vessel charter services obtained by the Government as a direct result of delivery delay(s) hereunder, up to a maximum amount of \$1,000,000.00 per vessel. This provision applies only to the "vessel" line items 0001, and if exercised, 0008, 0015 and 0022.

## **SECTION F: CLAUSES INCORPORATED BY REFERENCE**

FAR

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)
	Insert in paragraph (a): "\$10,000.00 per day"
52.242-15	STOP-WORK ORDER (AUG 1989)
52.247-29	F.O.B. ORIGIN (JUN 1988)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (APR 1984)



**SECTION G: CONTRACT ADMINISTRATION DATA**

PURCHASING OFFICE REPRESENTATIVE:

Contracting Officer  
Telephone No. 301-713-3478

NOAA CONSTRUCTION REPRESENTATIVE (CONREP):

Mr. Stephen A. Madden  
Telephone No. 703-395-7921

**CONTRACTOR REPRESENTATIVES AUTHORIZED TO SIGN DOCUMENTS**

Upon execution of the Contract, the Contractor shall provide a written list to the Contracting Officer which identifies those Contractor representatives who are authorized to sign written communication on behalf of the Contractor. The list shall specifically contain the following: (1) name of individual authorized to sign Contractor-generated technical data and Contractor management type documentation, and (2) type of documentation each individual is authorized to sign. Upon addition or deletion of one or more names, the list shall be revised accordingly.

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

NUMBER	TITLE
H-1	BUILDER'S RISK INSURANCE
H-2	LIENS AND TITLE (FP)
H-3	NOTIFICATION OF CHANGES
H-4	OTHER CHANGE PROPOSALS
H-5	PROGRESS PAYMENTS (PERCENTAGE OF COMPLETION)
H-6	AWARD FEE
H-7	PERFORMANCE AND PAYMENT BONDS
H-8	SINGLE SYSTEM VENDORS AND NOISE CONTROL ENGINEERING FIRM

**H-1 BUILDER'S RISK INSURANCE**

The Contractor shall, from the start of vessel construction until preliminary acceptance by the government, provide and maintain in force a Builder's Risk Policy on behalf of the Government covering the vessel and all material and equipment for each vessel to be provided under ITEMS 0001 through 0007 and if exercised, ITEM 0008, 0015, or 0022 and their respective associated CLINs; provided, that for ITEM 0001 the cost of detail design shall be excluded from the insured value. The Contractor agrees that the price of this contract includes the price of the insurance required by this provision. A copy of the policy shall be provided to the Government by the Contractor, prior to and as a condition of the Government's issuance of a notice to proceed after contract award.

**H-2 LIENS AND TITLE**

(a) Any and all partial and progress payments made hereunder on account of the vessels and the materials and equipment therefor shall be secured, when made, by a lien in favor of the Government upon such material and equipment on account of all payments so made, except to the extent that the Government, by virtue of any other requirement of this contract, or otherwise, shall have valid title to such material and equipment as against other creditors of the Contractor. If such property is not identified by marking or segregating, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this requirement is paramount to all other liens under the provisions of 10 U.S.C. Sec 2307. Upon completion and delivery of the vessels, said lien shall be discharged as to any materials and equipment which have not been included in the vessels and which are no longer required therefor.

(b) The Contractor shall immediately discharge or cause to be discharged any lien or rights in rem of any kind, other than in favor of the Government, which at any time exists or rises with respect to the machinery, fittings, equipment or materials for the vessels. If any such lien or

right in rem is not immediately discharged, the Government may discharge or cause to be discharged said lien or right in rem at the expense of the Contractor.

(c) Title to the vessels under construction shall be in the Government and title to all materials and equipment acquired for each vessel shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided, that the CONREP may, by written direction, require that title shall vest in the Government upon delivery of such materials and equipment to the carrier for transportation to the plant of the Contractor or other place of storage selected by the Contractor. The amount of any freight charges, transportation, taxes or other costs which would have been paid by the Contractor, either directly or as an element of any subcontract cost, and which the Contractor shall not be required to pay as a result of such earlier vesting of title and any use of Government bills of lading, shall be determined and treated as though resulting from a change order and the contract price reduced accordingly. Upon completion of the vessels, or with the approval of the CONREP at any time during the construction of the vessels, all such materials and equipment which have not been included therein and which are agreed between the Contractor and the CONREP to be no longer required therefor, except materials and equipment which were furnished by the Government or the cost of which has been reimbursed by the Government to the Contractor, shall become the property of the Contractor; provided, however, that models, mockups, plans and other items which the Contractor is expressly required to construct, prepare, or furnish shall remain the property of the Government. Upon completion of the contract, or at such earlier date as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government, the cost of which has been reimbursed by the Government to the Contractor apart from the fixed price. The Contractor shall deliver or make such other disposal of such property as may be directed or authorized by the Contracting Officer. Recoverable scrap from such property shall be reported in accordance with such procedure and in such form as the Contracting Officer may direct. The net proceeds of any such disposal shall be credited to the Government and shall be paid in such manner as the Contracting Officer may direct. For the purpose of this requirement, "net proceeds" means actual amount collected from such sale of disposal less sales, collection fees and other reasonable related expenses.

### **H-3 NOTIFICATION OF CHANGES**

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any provision of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any

conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (i) The date, nature, and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:
  - (1) What ship(s) have been or might be affected by the potential change;
  - (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;
  - (3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and
  - (4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty-one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

- (i) Confirm that the conduct of which the Contractor gave notice would constitute a

change, and when necessary, direct the mode of further performance, or;

(ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) **Equitable Adjustments.** Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) **Special Procedures.** Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

#### **H-4 OTHER CHANGE PROPOSALS**

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other

requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty-five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract price for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract price shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

## **H-5 PROGRESS PAYMENTS (PERCENTAGE OF COMPLETION)**

Progress payments on account of the Contract shall be made by the Contracting Officer to the Contractor as the Contract work progresses. All progress payments shall be subject to a retainage of five percent (5%). The amounts of such payments shall be determined by; (a) dividing the contract price for CLIN 0001 into a set amount of points (10,000), representing the total cost of the labor by SWBS element as presented in the Contractor's final price proposal, and measuring said progress by the percent of completion of said portions of the Contract work, as certified by the Contractor subject to the approval of the CONREP, and (b) dividing the contract price for CLIN 0001 material into a set amount of points(10,000) representing the total cost of material by SWBS element as presented in the Contractor's final price proposal, and measuring said progress by the amount of material paid for as shown by payment made by cash, check or

other forms of actual payment as certified by the Contractor subject to approval of the CONREP.

In addition to progress payments under Item 0001, the Contracting Officer will make payments to the Contractor for work completed by the Contractor under Items 0002 through 0007, if exercised or ordered, following certification of completion of the work by the Contractor subject to the approval of the CONREP. For work under CLINs 0002 through 0007 for which work is not yet complete, the Contractor must submit to the CONREP, within 15 days after each calendar quarter for approval, a revised 10000 point weighting of the CLIN 001 progressing system to include all labor and material costs exercised or ordered under CLINs 002 through 0007 from the previous calendar quarter. The revised weighting may, within a SWBS element, reallocate CLIN 0001 labor and material costs as determined to be necessary by the Contractor subject to the approval of the CONREP.

For each of Option Items 0008, 0015, and 0022, if exercised, separate 10,000 point progress measurement scales based on their respective costs of labor and materials will be utilized to determine progress as certified by the Contractor subject to the approval of the CONREP. Similarly, the Contracting Officer will make payments to the Contractor for work completed by the Contractor under Items 0009 through 00014, 0016 through 0021, and 0023 through 0028 if exercised or ordered, following certification of completion of the work by the Contractor subject to the approval of the CONREP. For work under Items 0009 through 00014, 0016 through 0021, and 0023 through 0028 for which work is not yet complete, the Contractor must submit to the CONREP, within 15 days after each calendar quarter for approval, a revised 10000 point weighting of the CLIN 0008, 0015 and 0022 progressing systems to include all labor and material costs exercised or ordered under CLINs 0009 through 0014, 0016 through 0021 and 0023 through 0028 from the previous calendar quarter. The revised weighting may, within a SWBS element, reallocate CLIN 0008, 0015 and 0022 labor and material costs as determined to be necessary by the Contractor subject to the approval of the CONREP.

Progress payments may be submitted at monthly intervals; provided, however, that the aggregate of such payments made prior to the delivery of the vessel(s) by the Contractor to the Government shall not be in excess of 95 percent of the contract price for CLIN 0001 and if exercised, 95 percent of the contract price for each of the Option items 0008, 0015 and 0022. Progress shall be determined by the percentage of Contract work completed and material delivered to the Contractor at its Shipyard and paid for as shown by payment made by cash, check or other form of actual payment, as certified by the Contractor subject to approval of the CONREP.

The Contractor agrees that it shall not allow liens, security interest or rights in rem of any kind arising out of the Contract work, or on account of any claim against the Contractor or against the subcontractor of the Contractor performing work or furnishing material under this Contract to lie or attach against the vessels or any of said property, material, or Contract work.

The amounts withheld under the provisions of this Section, plus any other amounts payable to the Contractor under the terms of this Contract shall be paid (except amounts withheld for liquidated damages and any offset required by law) as follows:

(i) All except 2 1/2 percent of the Contract price for CLIN 0001 through 0007 and if exercised, Option items 0008 through 0014 , 0015 through 0021 and 0022 through 0028 shall be payable promptly after the preliminary acceptance of the vessel(s).

(ii) The balance of the Contract price for CLIN 0001 through 0007 and if exercised, Option items 0008 through 0014 , 0015 through 0021 and 0022 through 0028 shall be paid within 30 days of the end of the Guarantee period(s), provided all contractual obligations have been satisfied.

No payments on account of the Contract price shall be made except on submitted bills, vouchers, or invoices which shall be in such number and form and shall be executed, certified, and attested in accordance with the clause in Section I of this contract entitled PROMPT PAYMENT (JUN 1997).

The Contractor shall maintain a file of all purchase orders issued and subcontracts entered into by the Contractor in the performance of the Contract work and shall furnish copies of such priced purchase orders and subcontracts to the Contracting Officer as may be required.

At any time or times prior to final payment under this contract, the Contracting Officer may have any invoices and statements or certifications of costs audited. The Contracting Officer may require the Contractor to submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which invoices, statements or certifications of costs are based. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for over-payments, or increased for underpayment on preceding invoices.

## **H-6 AWARD FEE**

(a) In addition to the prices specified in Section B for Item 0001, and if exercised, Items 0008, 0015, and 0022, the Contractor may earn award fee as determined by the Fee Determining Official (FDO). While not a traditional award fee, the Government's purpose in granting this incentive bonus is to encourage and reward superior Contractor effort toward performance of this contract by periodically reviewing the Contractor's effectiveness in (1) ensuring timely ship delivery, (2) management (including relationships with the Government, the SSVs and the Noise Control Engineering Firm), and (3) design/engineering, noise/vibration, weight control/stability, production, and logistics. It is recognized that the standards by which the Contractor's performance is to be gauged are not susceptible to precise definition; however, these are the general areas on which particular emphasis will be placed. These evaluation categories are presented in approximate descending order of importance. However, the Contracting Officer may from time to time modify the relative weights of the evaluation categories and modify the distribution of available award fee dollar amounts set forth in paragraph (g), provided that the



Contracting Officer notifies the Contractor prior to the beginning of each evaluation period for which the changes will be effective. These modifications shall not change the total available award fee potential provided by this clause nor change the award fee earned by the Contractor in any completed evaluation period.

(b) The Government, at its sole discretion, may decide to provide funds under Item 0001, and if exercised, Items 0008, 0015, and 0022 to be made available under this award fee provision. The amount of this funding, if any, will be determined by the Government after contract award and incorporated into the contract through a unilateral contract modification. The Government may increase or decrease the amount of the funding provided, if any, from time to time as necessary.

(c) The Contractor's performance evaluation for each period will be conducted by an Evaluation Board consisting of no less than four of the following members:

- (i) NOAA FRV-40 Acquisition Manager, Chairman;
- (ii) NOAA FRV-40 NMFS Deputy Program Manager;
- (iii) Contracting Officer (CO) or Representative;
- (iv) Senior NOAA On-Site Construction Representative;
- (v) NOAA FRV-40 Project Engineer;

(d) The Fee Determining Official (FDO) will be either the NOAA FRV-40 Acquisition Manager or the Contracting Officer. The FDO shall determine the award fee, if any, that the contractor will be awarded in accordance with the procedures set forth herein.

(e) For each ship under the contract, the contract performance period will be divided into not more than six evaluation periods of approximately six months duration within a thirty-six month delivery schedule, plus a final seventh evaluation after the end of the guaranty period. These intervals and the number of evaluation periods may be modified by the Government for delivery schedules other than thirty-six months in duration. The Evaluation Board will meet at the close of each evaluation period. The Board will consider evaluations of the Contractor's performance from the Government's on-site team and, as appropriate, from other Government participants in the FRV-40 acquisition. The Contractor may furnish a self-evaluation of its performance for the Board to consider. Additionally, the Board may request information from the SSVs and the Noise Control Engineering Firm regarding the Contractor's performance, and the Board may utilize the services of third party experts for the evaluation of specific technical issues as necessary.

The Board will arrive at a scoring consensus and provide a written recommendation and rationale to the FDO. The Board's recommendation will also be furnished to the Contractor, who will be given five calendar days to provide written comments to the FDO. In the event that the Contractor does not concur with the recommendation, it may present its exception to the FDO. These comments will be considered by the FDO in establishing the earned award fee amount. The FDO shall, within ten days of receipt of any Contractor comments, make the award fee determination (including the amount and rationale for the determination) to be incorporated

into the contract formally via contract modification. Any award fee earned by the Contractor shall be conferred to the Contractor by the execution of a contract modification within thirty (30) days and shall not be subject to any payment withholding percentage, notwithstanding any other provision of this contract.

(f) Determinations of the FDO with respect to the amount of award fee to be paid to the Contractor are final and shall not be subject to the "DISPUTES" clause of this contract, nor shall the Contractor be entitled to submit a claim regarding any such determination under the Contract Disputes Act of 1978 (P.L. 95-563).

(g) Award fee, if funded, will be made available as follows:

<u>Evaluation Period</u>	<u>Award Fee Available</u>	<u>Award Fee Earned</u>
First Period	TBD	TBD
Second Period	TBD	TBD
Third Period	TBD	TBD
Fourth Period	TBD	TBD
Fifth Period	TBD	TBD
Sixth Period	TBD	TBD
End Guaranty	TBD	TBD
TOTAL	TBD	TBD

Unearned award fee for any period will not be made available for any subsequent period.

(h) Performance Ratings.

In evaluating Contractor performance, the following adjectives and numerical ratings will be used:

<u>Adjective Rating</u>	<u>Numerical Value</u>	<u>Criteria</u>
<b><u>Excellent</u></b>	<b><u>96-100</u></b>	The Contractor's degree of cooperation with the Government, or its effort towards achieving the objectives set forth in paragraph (a) above exceeds the expected level of performance by a substantial margin. While there may be one or more areas for improvement, they are few in number, are minor in terms of potential program impact, and they are far more than offset by outstanding performance in other areas.
<b><u>Good</u></b>	<b><u>85-95</u></b>	The Contractor's degree of cooperation with the Government, or its effort towards achieving the objectives set forth in paragraph (a) above is above the expected level of performance. Areas requiring improvement may be significant, but are more than offset by higher performance in other areas being evaluated.
<b><u>Acceptable</u></b>	<b><u>76-84</u></b>	The Contractor's degree of cooperation with the

Government, or its effort towards achieving the objectives set forth in paragraph (a) above meets the expected level of performance. There are areas requiring improved performance; however, these are offset by better performance in other areas.

**Marginal**                      **71-75**                      The Contractor's degree of cooperation with the Government, or its effort towards achieving the objectives set forth in paragraph (a) above is less than the expected level of performance by a substantial margin. Many areas require improvement which are not offset by better performance in other areas.

**Unacceptable**                      **70 and below**                      The Contractor's performance is significantly below the expected level performance in several important areas.

(i) The relationship of the performance rating to the percentage of award fee pool to be paid, will be as follows:

<u>Performance Rating</u>	<u>Percent of Award Fee Pool</u>
0-70:	0
71-100:	$\frac{[(\text{Rating} - 70)]}{[30]} \times 100$

(j) Payment of Award Fee. The Contractor shall be paid earned award fee, if any, upon submission of a proper invoice or voucher.

## **H-7    PERFORMANCE AND PAYMENT BONDS --Other Than Construction (Sep 1996)**

(a) *Definitions.* As used in this clause--

"Contract price" means the total price of Contract Line Item 0001, and if exercised, Items 0008, 0015 and 0022.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 20 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance bond protection when the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
401 14th Street, NW, 2nd Floor, West Wing  
Washington, DC 20227

#### **H-8 SINGLE SYSTEM VENDORS AND NOISE CONTROL ENGINEERING FIRM**

(a) The Contractor agrees to place and to maintain in force through the life of this contract, subcontracts with the Single System Vendors (SSVs) and the Noise Control Engineering Firm (NCEF) identified in its proposal, and that the contract price includes the prices of these subcontracts. No substitutions shall be made without the written consent of the Contracting Officer. Any requests for substitutions must provide a complete explanation of the circumstances necessitating the proposed substitution. The proposed substitute subcontractor must possess qualifications equivalent to the firm being replaced.

(b) The Contractor agrees to implement the recommendations of the SSVs and the NCEF in all aspects of the design and construction of the vessel(s) under this contract, unless, on a case-by-case basis, the Contractor can demonstrate to the satisfaction of the Contracting Officer that a specific recommendation is erroneous or otherwise cannot reasonably be implemented.

## **PART II CONTRACT CLAUSES**

### **SECTION I: CONTRACT CLAUSES**

#### **I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

#### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<b><u>NUMBER</u></b>	<b><u>TITLE AND DATE</u></b>
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	NEW MATERIAL (OCT 1997)
52.211-6	BRAND NAME OR EQUAL (AUG 1999)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JAN 1999)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)  
 52.222-26 EQUAL OPPORTUNITY (FEB 1999)  
 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF  
 THE VIETNAM ERA (APR 1998)  
 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS  
 OF THE VIETNAM ERA (JAN 1999)  
 52.223-2 CLEAN AIR AND WATER (APR 1984)  
 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)  
 52.225-1 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM -  
 SUPPLIES (FEB 2000)  
 52.225-2 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM  
 CERTIFICATE (FEB 2000)  
 52.225-8 DUTY-FREE ENTRY (FEB 2000)  
 52.225-10 DUTY-FREE ENTRY (APR 1984)  
 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)  
 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)  
 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT  
 INFRINGEMENT (AUG 1996)  
 52.227-9 REFUND OF ROYALTIES (APR 1984)  
 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)  
 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)  
 52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR  
 1984)  
 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)  
 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO  
 RICO (APR 1984)  
 52.232-1 PAYMENTS (APR 1984)  
 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)  
 52.232-11 EXTRAS (APR 1984)  
 52.232-17 INTEREST (JUN 1996)  
 52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
 52.232-33 PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR  
 REGISTRATION (MAY 1999)  
 52.233-1 DISPUTES (DEC 1998)  
 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
 52.242-13 BANKRUPTCY (JUL 1995)  
 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)  
 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)  
 52.244-2 SUBCONTRACTS (AUG 1998)  
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL  
 COMPONENTS (APR 1998)  
 52.245-1 PROPERTY RECORDS (APR 1984)  
 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (MAR 1989)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

**I.2    52.216-18    ORDERING (OCT 1995) (Applicable only to Items 0005, 0012, 0019, 0026, 0006, 0013, 0020 and 0027)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through final acceptance of Item 0001, and if exercised, Items 0008, 0015 and 0022.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.3    52.217-7    OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**I.4    52.219-23    NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged

business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) Offers will be evaluated by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;



(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

## **I.5 52.232-25 PROMPT PAYMENT (JUN 1997)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the      day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the      day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice

has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination

of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor-

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in

accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of

interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and

minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

#### **I.6      52.246-18      WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984)**

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations. (1) The Contractor warrants that for all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government. (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within sixty (60) days from occurrence. The Contractor shall submit to the Contracting Officer a written recommendation within thirty (30) days as to the corrective action required to remedy the breach. After the notice of breach, but not later than after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the



Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

**I.7      52.246-24      LIMITATION OF LIABILITY--HIGH-VALUE ITEMS  
(FEB 1997) ALTERNATE I (APR 1984)**

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

#### **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER  
ATTACHMENTS**

**SECTION J: LIST OF ATTACHMENTS**

<u>ATTACHMENT NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
J-1	FRV-40 TECHNICAL PACKAGE	SEPTEMBER 14, 2000
J-2	DATA REQUIREMENTS LIST	SEPTEMBER 14, 2000
J-3	BRAND NAME OR EQUAL LIST	SEPTEMBER 14, 2000
J-4	BRAND NAME OR EQUAL COMPLIANCE MATRIX	SEPTEMBER 14, 2000
J-5	OUTFITTING LIST	SEPTEMBER 14, 2000